Remarks

Reconsideration of this Application is respectfully requested.

Upon entry of the foregoing amendment, claims 10-13, 15-27, and 29-35 are pending in the application, with claims 10, 18, and 21 being the independent claims. Claims 1-9 and 28 were previously cancelled and claim 14 is cancelled without prejudice to or disclaimer of the subject matter therein. Claims 10-13, 17-19, 21, and 31 are sought to be amended. Applicants reserve the right to prosecute similar or broader claims, with respect to the cancelled and amended claims, in the future. Support for the amendments is found in the instant specification at least at, for example, paragraphs [0078], [0165] - [0170], [0174] - [0177], [0179] and [0194] and FIGs. 1B, 5H, 5I, 6A, 6B, and 6C of U.S. Publication No. 20040103202 A1 to Hildebrand, *et al.* These changes are believed to introduce no new matter, and their entry is respectfully requested.

Based on the above amendment and the following remarks, Applicants respectfully request that the Examiner reconsider all outstanding rejections and that they be withdrawn.

Statement of Substance of Examiner Interview

Further to the Interview Summary mailed March 23, 2010, Applicants submit the following Statement of Substance of Interview conducted between the Examiner and Applicants' representative, Randall K. Baldwin, on March 17, 2010. Applicants' representative gratefully acknowledges the courtesies extended to him by the Examiner in granting a telephone interview on March 17, 2010. During the Interview, the Examiner clarified his comments regarding his interpretation of the teachings of the

applied references.   In particular, the Examiner clarified his comments regarding

independent claims 10, 18, and 21 and his interpretation of the teachings of Misra,

Davies, and Hurvig.   The Examiner also discussed the Zhao reference cited in the

previous Office Action.   Applicants' representative discussed distinctions between claims

10, 18, and 21 and the applied references.   Applicants' representative additionally

discussed suggested claim language to convey the aforementioned distinctions between

the applied references and the claims, but no specific agreement was reached.   Additional

substance of the discussion and arguments in the Interview is included in the present

remarks.

Rejection under 35 U.S.C. § 103

Claims 10-27 and 29-35 were rejected under 35 U.S.C. §103(a) as allegedly

being unpatentable over U.S. Patent No. 5,757,920 to Misra *et al.* ("Misra") in view of

U.S. Patent No. 5,682,537 to Davies *et al.* ("Davies") and further in view of U.S. Patent

No. 5,978,802 to Hurvig ("Hurvig").   Applicants respectfully traverse this rejection for

the reasons stated below.

The cancellation of claim 14 renders the rejection of this claim moot.

As discussed during the aforementioned telephonic interview, in order to expedite

prosecution, Applicants have amended claims 10, 18, and 21 without conceding the

propriety of the rejection.   Claim 10 as amended herein recites, *inter alia*:

> in response to determining that the user is authenticated to the first
> server, requesting that a connection be established that allows the user to
> access the first instance of the secured document at the first server;
> ***in response to determining that the user is authenticated to the***
> ***second server and that access to the secured document is permitted from***

the second location, requesting disconnection of the user from the first
server; and
> requesting that a connection be established that allows the user to access the second instance of the secured document at the second server.

Further, for example, claim 18 as amended herein recites, among other features:

> in response to determining that the user is authenticated to the first server, requesting that a connection be established that allows the user to access the first instance of the secured document at the first server;
> *in response to determining that the user is authenticated to the second server and that access to the secured document is permitted from the second location, requesting disconnection of the user from the first server*; and
> *requesting that a connection be established that allows the user to access the second instance of the secured document at the second server.*

Also, for example, claim 21 as amended herein recites, *inter alia*:

> in response to determining that the user is authenticated by the first server, request that a connection be established that allows the user to access the first instance of the secured document at the first server;
> *in response to determining that the user is authenticated to the second server and that the second server permits access to the second instance of the secured document, request that the user be disconnected from the first server*; and
> *request that a connection be established that allows the user to access the secured document at the second server.*

Misra is directed to a method "for checking authorization and authentication information" (Misra, col. 1, lines 54-55). Misra discloses that "[l]ogon certificates provide a vehicle to demonstrate that the user/machine has sufficient credentials to connect to the non-home domain without contacting the home domain" (Misra, col. 5, lines 13-17). However, nowhere does Misra teach or suggest "in response to determining that the user is authenticated to the second server and that the second server permits access to the second instance of the secured document, request that the user be disconnected from the first server; and request that a connection be established that

allows the user to access the secured document at the second server," as recited, using respective similar language, in claims 10, 18, and 21.

The Examiner acknowledges that "Misra does note explicitly indicate that the first and second server contain the same secured document and disconnecting the user from the first server before establishing a connection that allows access to the secured document at the second server." (Office Action, page 3). Rather, the Examiner relies on Davies and Hurvig to cure the acknowledged deficiencies of Misra. However, even assuming for the sake of argument that Misra can be combined with Davies and Hurvig in the manner suggested by the Examiner, which Applicants do not acquiesce to, Davies and Hurvig do not cure the deficiencies of Misra.

Davies is used on page 3 of the Office Action to teach "a distributed system containing a first and second server where both servers can maintain the same secured object using access locking." Davies describes a mechanism "to deal with deadlocks" in a "a parallel database system" wherein "Database Server Nodes are logical nodes, in contrast to the physical Compute Nodes" (Davies, col. 7, lines 13-15 and col. 8, lines 15-16). Davies discloses that "there may be one or more active Database Server Nodes on a single Compute Node." (Davies, col. 7, lines 15-16). As discussed during the aforementioned interview, Applicants submit that Davies' logical Database Server Nodes are not physical servers. Thus, Davies' logical Database Server Nodes do not have physical, geographic locations and are not analogous to the "a first server *at a first location*" and the "second server *at a second location*" recited in the claims.

Moreover, Applicants submit that Davies lacks any teaching or suggestion of "in response to determining that the user is authenticated to the second server and that access to the secured document is permitted from the second location, requesting disconnection

of the user from the first server; and requesting that a connection be established that allows the user to access the second instance of the secured document at the second server," as recited, using respective similar language, in claims 10, 18, and 21. Davies discloses that "each *Local Lock* Control provides concurrency control *for the database objects managed by the respective one of the Database Server Nodes*" (Davies, col. 7, lines 34-37) (emphasis added). Thus, in Davies, local locks are used by a logical Database Server Node for concurrency control for database objects that the logical node manages. Further, in contrast to the above-noted features of claims 10, 18, and 21, Davies further discloses that "[i]f transaction a submits an exclusive-lock request, then *no new lock is granted.*" (Davies, col. 8, lines 49-50) (emphasis added). In contrast to Davies' exclusive and *local locks of database objects by logical* Database Server *Nodes*, claims 10, 18, and 21 recite, using respective language, "in response to determining that the user is authenticated to the second server and that access to the secured document is permitted from the second location, requesting disconnection of the user from the first server; and requesting that a connection be established that allows the user to access the second instance of the secured document at the second server."

Hurvig is used to teach "a system of maintaining locks on secure documents wherein *a second user* accessing the secure document requires *a previously requested user* to relinquish his access to the document before *the second user* can gain access to the document. (Office Action, page 3) (emphasis added). However, even assuming this statement by the Examiner is correct, the Examiner does not use Hurvig to cure, nor does Hurvig cure, the deficiencies of Misra and Davies noted above. In particular, Hurvig is not stated to teach, nor does Hurvig teach or suggest at least "in response to determining that *the user* is authenticated to the first server, requesting that a connection be

established that allows *the user* to access the first instance of the secured document at the

first server; in response to determining that *the user* is authenticated to the second server

. . . requesting disconnection of *the user* from the first server; and requesting that a

connection be established that allows *the user* to access the second instance of the

secured document at the second server," as recited, using respective language, in claims

10, 18, and 21. By way of example and not limitation, the instant specification describes

an exemplary embodiment wherein "the user can access secured documents from the

new location while the system is assured that only one location/computer access permit

is granted at all times." (Specification, paragraph [0177]).

Hurvig is directed to a "file management system" wherein "[a] process requests

files by submitting a request to the server 206 through its first socket. . . [t]he server 206

maintains a file table 220, which is stored in the internal memory 205 of the server 206

and contains a current list of open files to which clients have access." (Hurvig, col. 8,

lines 1-8). In contrast to the above-noted features of claims 10, 18, and 21, Hurvig

discloses that "if *process #1 is running on client A* and *another process* running on a

different client requested the file "Name2" for read-write access, the server 206 would

recognize from the file table 220 that file "Name2" was presently in the local memory

space of process #1 . . . [t]he server 206 would then transmit a request to the second

socket 216 of process #1 to relinquish control of file "Name2"." (Hurvig, col. 8, lines

45-52) (emphasis added). Thus, Hurvig manages file access requests for files on a single

server 206 by multiple, different processes using socket requests. As discussed during

the aforementioned telephonic interview, Hurvig is silent regarding "in response to

determining that the user is authenticated to the first server, requesting that a connection

be established that allows the user to access the first instance of the secured document at

the first server" and "determining that the user is authenticated to the second server and that access to the secured document is permitted from the second location," as recited, using respective similar language, in claims 10, 18, and 21. Further, Applicants submit that Hurvig fails to teach or suggest at least "requesting that a connection be established that *allows the user to access the first instance of the secured document at the first server*; in response to determining that the user is authenticated to the second server and that access to the secured document is permitted from the second location, *requesting disconnection of the user from the first server*; and *requesting that a connection be established that allows the user to access the second instance of the secured document at the second server*," as recited, using respective language, in claims 10, 18, and 21.

Therefore, because Davies and Hurvig fail to teach or suggest at least the above noted distinguishing features of claims 10, 18, and 21, Davies and Hurvig cannot be used to cure the deficiencies of Misra. Thus, the applied references cannot be used to establish a *prima facie* case of obviousness for claims 10, 18, and 21. Thus, the allegedly obvious combination of Misra, Davies, and Hurvig fails to render obvious independent claims 10, 18, and 21.

Accordingly, Applicants respectfully request that the Examiner reconsider and withdraw the rejection, and allow claims 10, 18, and 21. Also, at least based on their respective dependencies to claims 10, 18, and 21, claims 11-13, 15-17, 19-20, 22-27, and 29-35 benefit from the comments and revisions directed above to claims 10, 18, and 21, as well as for their additional distinguishing features. See *In Re Fine*, 837 F.2d 1071 (Fed. Cir. 1988) and M.P.E.P. § 2143.03. Accordingly, Applicants respectfully request this rejection be removed and that these claims be passed to allowance.
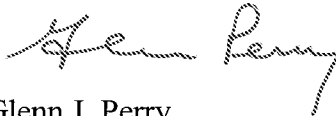
Conclusion

All of the stated grounds of rejection have been properly traversed, accommodated, or rendered moot. Applicants therefore respectfully request that the Examiner reconsider all presently outstanding rejections and that they be withdrawn. Applicants believe that a full and complete reply has been made to the outstanding Office Action. If the Examiner believes, for any reason, that personal communication will expedite prosecution of this application, the Examiner is invited to telephone the undersigned at the number provided.

Prompt and favorable consideration of this Amendment and Reply is respectfully requested.

Respectfully submitted,

STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C.

Glenn J. Perry
Attorney for Applicants
Registration No. 28,458

Date: ___April 27, 2010___

1100 New York Avenue, N.W.
Washington, D.C. 20005-3934
(202) 371-2600

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